



Texas Pregnancy Care Network (TPCN)

INVOICE

Billing Office:

Texas Pregnancy Care Network (TPCN)
1101 S. Capital of Texas Highway
Building K, Suite 250
Austin, TX 78746

Billing Address:

Texas Health and Human Services
Health, Developmental and
Independence Services
1100 W. 49th Street
Austin, TX 78756

Remittance Address:

Texas Pregnancy Care Network
1101 S. Capital of Texas Highway
Building K, Suite 250
Austin, TX 78746

Taxpayer ID No. 76-0802397

Amounts due may be remitted
by Electronic Funds

To: Business Bank of Texas, N.A.
1910 W. Braker Ln
Building 3, Suite 100
Austin, TX 78758

Routing No. 114925615

Account:

Texas Pregnancy Care Network
1005126

Invoice Number: TPCN-5

Invoice Date: December 20, 2017

Due Date: January 31, 2017

For Professional Services Rendered:

RE:

Contract Number: 529-16-0004-00001B

TPCN is submitting this invoice according to the terms of Section VIII of the Amended Contract between TPCN and HHSC executed on or about August 31, 2017 (attached).

Payment 5: Project Admin; Statewide Information, Outreach, Education & Referral Programs & Services and Client Services

Due Date: January 31, 2017

\$762,500.00

Amount Due

\$762,500.00

each month in which Services were provided. Upon HHSC's request, TPCN will provide any additional information to the degree of detail necessary to resolve any review, examination, inquiry, or audit by HHSC or any other responsible authority.

3. Reconciliation

- a. At a minimum, HHSC will perform a quarterly reconciliation of the payments made by HHSC during the HHSC-defined period of review and TPCN's actual expenses for Services performed under the Contract during that time. TPCN shall provide HHSC with any requested documentation regarding TPCN's actual expenditures within two (2) business days from the date HHSC requests such documentation.
- b. In the event TPCN's actual costs are less than the total payments made during the period of review, TPCN shall reimburse HHSC the total amount of overpayment made by HHSC within five (5) business days from the date HHSC notifies TPCN of the overpayment.
- c. In no event shall TPCN be entitled to additional funds if TPCN's actual expenses exceed the amounts paid by HHSC.
- d. This provision does not prevent HHSC from seeking any other remedies expressly provided for in the Contract resulting from overpayments.
- e. This provision will survive the expiration of the Amendment and the Parties will ensure that the not-to-exceed amount of the Amendment is subject to reconciliation."

B. The second paragraph of this section is modified by adding a "B." at the start of the paragraph.

C. The payment schedule contained in the Contract is deleted in its entirety and replaced with the following:

C. Payment Schedule:

Payment No.	Description	Payment Due Date	Amount
1	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	September 30, 2017	\$762,500.00
2	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	October 31, 2017	\$762,500.00
3	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	November 30, 2017	\$762,500.00
4	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	December 31, 2017	\$762,500.00
5	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	January 31, 2018	\$762,500.00

	Outreach, Education & Referral Programs & Services and Client Services		
6	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	February 28, 2018	\$762,500.00

- D. The first paragraph after the payment schedule in the Contract, prior to this Amendment, is modified by adding a “D.” at the start of the paragraph.
- F. The last two paragraphs of Section VIII in the Contract, prior to this Amendment, are modified by adding an “E.” at the start of the second-to-last paragraph and a “F.” at the start of the last paragraph.
6. **SECTION X** of the Contract, CONTRACT REPRESENTATIVES, is hereby modified by deleting the information pertaining to HHSC and replacing it with the following:

HHSC

Anne Basa
 Health and Human Services Commission
 1100 W. 49th Street
 Mail Code 0224
 Austin, TX 78751
 Tel: (512) 776-6302
 Email: Anne.Basa@hhsc.state.tx.us

7. **SECTION XI** of the Contract, LEGAL NOTICES, is hereby modified by deleting “Chris Traylor” under the portion pertaining to HHSC and replacing it with “Charles Smith”.
8. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]